



November 13, 2012

Ms. Jocelyn Boyd Chief Clerk and Administrator Public Service Commission of South Carolina 101 Executive Center Dr., Suite 100 Columbia, SC 29210



RE: Request for Approval of CMRS Interconnection Agreement Amendment

Dear Ms. Boyd:

Please find enclosed a CMRS interconnection agreement amendment between Hargray Telephone Company, Inc. (Hargray) and T-Mobile South LLC. This filing is an amendment to an interconnection agreement between Hargray and Triton PCS Operating Company L.L.C. signed on February 12, 2002 and filed in Docket # 2010-31-C. Hargray requests approval of this amendment.

If there are any questions, I can be reached at (843) 686-1256.

Sincerely,

Cissy Zareva

Hargray Telephone Company, Inc.

cc: Office of Regulatory Staff

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## 2012 INTERCARRIER COMPENSATION AMENDMENT

To the Interconnection Agreement Between

Hargray Telephone Company, Inc. and T-Mobile South, LLC

This 2012 Intercarrier Compensation Amendment to the Interconnection Agreement by and among Hargray Telephone Company, Inc. ("ILEC") and T-Mobile South LLC, successor in interest to Triton PCS Operating Company, including its affiliates ("T-Mobile") (collectively "the Parties") is effective January 1, 2012 (the "Effective Date").

WHEREAS, T-Mobile and ILEC are parties to an Interconnection Agreement for the state of South Carolina which became effective February 12, 2002 ("the Agreement");

WHEREAS, the Federal Communications Commission adopted its *USF/ICC Transformation Order*, FCC 11-161 (Nov. 18, 2011), on *recon.*, FCC 11-189 (Dec. 23, 2011), which among other things substantially changes the rules governing the exchange of telecommunications traffic between CMRS providers and local exchange carriers, including T-Mobile and ILEC, and the Parties desire to conform their interconnection and traffic exchange arrangements to the new rules therein established;

NOW THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

- 1. The Parties intend their Agreement refer to and use the newly defined terms that the FCC has used in its new rules, including "Non-Access Telecommunications Traffic." The Parties therefore amend their Agreement by replacing all references in the Agreement to "Telecommunications Traffic", "Local Traffic" and "IntraMTA Traffic" with the term "Non-Access Telecommunications Traffic." "Access Telecommunications Traffic" means any InterMTA Traffic as defined in the Agreement to the extent allowed by law and rules and is subject to ILEC's switched access tariff. The Parties also amend their Agreement by replacing all references in the Agreement to "toll" or "interMTA" traffic with the term, "Access Telecommunications Traffic."
- 2. Effective January 1, 2012, notwithstanding any other provision of the existing or amended Agreement to the contrary, the Parties shall exchange all Non-Access Telecommunications Traffic at bill-and-keep (that is, at a zero intercarrier compensation rate for traffic in either direction between the parties), including, without limitation, all Reciprocal Compensation, pursuant to 47 C.F.R. § 20.11(b) and § 51.713.
- 3. Effective January 1, 2012, notwithstanding any other provision of the existing or amended Agreement to the contrary, the term of the Agreement is set at thirty (30) days,

and the Agreement is hereby amended to be a month-to-month Agreement. Either Party may terminate the Agreement, or request renegotiation of it, upon thirty (30) days' notice to the other Party.

4. This 2012 Intercarrier Compensation Amendment is intended to, and shall be deemed to, revise the provisions of the Agreement necessary to give full effect to all provisions of this 2012 Intercarrier Compensation Amendment. Any intercarrier compensation paid by either party for the termination of Non-Access Telecommunications Traffic after June 30, 2012 will be subject to a true up based upon the final negotiated compensation arrangements of this 2012 Intercarrier Compensation Amendment. In the event of a conflict between a rate, charge or other provision of this 2012 Intercarrier Compensation Amendment and a rate, charge or other provision of the Agreement or other charge, the terms of this 2012 Intercarrier Compensation Amendment and the FCC's rules and orders implementing FCC 11-161 and 11-189 shall govern.

IN WITNESS WHEREOF, the Parties hereto have caused this 2012 Intercarrier Compensation Amendment to be duly executed and delivered by their duly authorized representatives.

HARGRAY TELEPHONE COMPANY, INC.	
By:	
Printed Name: ANDREW REIN	
Title: UP SHLES & MARKETING	
Date: <u>MAY 29, 2012</u>	
T-MOBILE SOUTH LLC	
By:	2012.05.11
Printed Name: T-Mobile Le	22:44:58
VP, Technical Systems & Business Operations Title:	-05'00'
Date: 5 17 12	05 00